

Appl. No. 10/661,999
Amdt. Dated June 28, 2007
Reply to Office Action Mailed March 28, 2007

REMARKS

Claims 1, 3-7, and 9 have been amended. Claim 8 has been canceled without prejudice. Claims 1-7 and 9 remain pending in the application. Applicant appreciates Examiner's thorough search and careful review of the present application.

Any amendments to the claims not specifically referred to herein as being included for the purpose of distinguishing the claims from cited references are included for the purpose of clarification, consistence and/or grammatical correction only. The specification also has been amended in respect of minor informalities, and also to more appropriately express the subject matter thereof. In particular, many or most of the informalities relate to incorrect numbering of the paragraphs, and applicant has duly renumbered almost all the paragraphs of the specification.

Claim Rejections Under 35 U.S.C. 112

Claims 1 and 3 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, there is insufficient antecedent basis for the limitation of "the customer" in claim 1 and the limitation of "the channel price" in claim 3.

In response, applicant has amended claim 1, by changing the limitation "the customer" to the limitation "a customer" in line 17 of the claim. Additionally, applicant has amended claim 3 by changing the limitation "the channel price" to the limitation "a channel price" in line 3 of the claim.

It is believed that the "customer" as now recited in claim 1 and the "channel price" as now recited in claim 3 particularly point out and

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distinctly claim the subject matter of the respective inventions. Applicant requests reconsideration and removal of the rejection of claims 1 and 3 under 35 U.S.C. 112, second paragraph.

Claim Rejections Under 35 U.S.C. 101

Claims 5-7 and 9 were rejected under 35 U.S.C. 101 because the claimed inventions are directed to non-statutory subject matter.

Claims 5-7

In response to this rejection, applicant has amended independent claim 5 having regard to Examiner's remarks, for the purposes of providing a tangible result and thereby overcoming the rejection. These amendments are derived from the specification and drawings as originally filed (see para. [0023] on pages 7-8 of the present specification). Therefore no new matter is added.

Amended claim 5 recites features of '(f) generating a quotation according to the quoted price, *transmitting the quotation to the customer, and storing the quotation in the database*'.

Thus in carrying out the method of claim 5, it is apparent that a quotation is generated, and then the generated quotation is transmitted to the customer and stored in the database. That is, the result generated by carrying out the steps of the claimed method is a quotation. The generated quotation is critical information for managing prices quoted to customers. The stored quotations are directly output from the database when the company or the customers need the quotations. Accordingly, the method of claim 5 does indeed produce a tangible result or outcome.

For at least the above reasons, it is submitted that amended claim 5 is directed to statutory subject matter. Claims 6-7 depend directly from amended independent claim 5, and are likewise directed to statutory subject

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matter. Applicant requests reconsideration and removal of the rejections of claims 5-7 under 35 U.S.C. 101.

Claim 9

In response to this rejection, applicant has amended independent claim 9 having regard to Examiner's remarks, for the purposes of overcoming the rejection.

In particular, applicant has amended claim 9 by changing the word "medium" to the phrase "computer-readable medium" in line 1 of the claim. It is believed that amended claim 9 is directed to statutory subject matter. Applicant requests reconsideration and removal of the rejection of claim 9 under 35 U.S.C. 101.

Claim Rejections Under 35 U.S.C. 102(e)

Claims 1-9 were rejected under 35 U.S.C. 102(e) as being anticipated by Hare et al. (U.S. Pat. No. 6,850,900 B1, hereinafter referred to as Hare).

In response, applicant has amended, inter alia, independent claims 1, 5 and 9 for the purpose of overcoming the rejections. Support for the amendments can be found in the originally filed specification, claims and/or drawings of the present application. Applicant requests reconsideration and removal of the rejections and allowance of pending claims 1-7 and 9. The following remarks herein are responsive to the rejections.

Claims 1-4

Claim 1, as amended, recites in part:

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'a standard price confirming module for confirming a standard price of each product, wherein the standard price is an average price of each channel product, and the standard price confirming module comprises a standard price calculating sub-module for calculating the standard price of the channel product according to the information on channel products and contracts and the preset formulas stored in the database'.

Applicant submits that Hare does not disclose, teach, or otherwise suggest the above feature as currently set forth in amended claim 1.

Hare discloses that base attributes of each product preferably include a supplier part number, a category, a product name (short description), a product description (long description), currency, a list price, a product unit of measure, etc (see column 13, line 63 through column 14, line 10).

However, in Hare, there is no disclosure, teaching or suggestion about the presently claimed features of the standard price. Further, Hare does not teach or suggest *how to calculate the standard price of the channel product*. As recited in claim 1 of the present application, a standard price calculating sub-module of the application server can calculate the standard price according to information on channel products and contracts and preset formulas. That is, Hare fails to disclose, teach or suggest *'a standard price confirming module for confirming a standard price of each product, wherein the standard price is an average price of each channel product, and the standard price confirming module comprises a standard price calculating sub-module for calculating the standard price of the channel product according to the information on channel products and contracts and the preset formulas stored in the database'* (see para. [0017] on page 5 of the present specification).

Furthermore, claim 1, as amended, recites in part:

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'a quoted price confirming module for comparing the standard price and the contract price of the product and confirming a quoted price; and a quotation generating module for generating a quotation, transmitting the quotation to a customer, and storing the quotation in the database'.

As stated on p.5 of the Office action, Hare discloses that buyers can compare prices for on-contract and off-contract items, and that the system must compare on-contract and off-contract prices when generating a quotation. Applicant acknowledges that several kinds of prices, such as a changing price (see column 9, lines 55-56), a list price (see column 14, line 1), and a base price (see column 17, line 7) are disclosed or taught by Hare. However, Hare does not disclose, teach or suggest the feature of a ***"quoted price"***, which price is confirmed by comparing the standard price and the contract price. That is, Hare fails to disclose, teach or suggest the characteristics of the present quoted price confirming module as recited in claim 1.

Further, there is no disclosure, teaching or suggestion in Hare in relation to the generating of a quotation, as recited in amended claim 1 of the present application. Applicant asserts that the present quotation generating module for generating the quotation is patentably distinct from the contract management disclosed in Hare.

In summary, applicant submits that Hare fails to disclose, teach or suggest the feature of ***'a quoted price confirming module for comparing the standard price and the contract price of the product and confirming a quoted price; and a quotation generating module for generating a quotation, transmitting the quotation to a customer, and storing the quotation in the database'***, as set forth in amended claim 1 (see paras. [0019] to [0020] on page 6 of the present specification).

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For at least the above reasons, applicant submits that amended claim 1 is not only novel over Hare under 35 U.S.C. 102(e), but also unobvious and patentable over Hare under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of amended claim 1 are requested.

Dependent claims 2-4 include all the subject matter of independent amended claim 1, and incorporate additional subject matter. Therefore, claims 2-4 should also be allowable.

Claims 5-8

Claim 5, as amended, recites in part:

'(c) confirming a standard price for each channel product and calculating the standard price if there are no contracts relating to the customer stored in the database;

(d) confirming a contract price for each product if there are one or more contracts relating to the customer stored in the database;

(e) confirming a quoted price according to the standard price or the contract price; and

(f) generating a quotation according to the quoted price, transmitting the quotation to the customer, and storing the quotation in the database'.

Claim 5 is a method claim corresponding to the system for management of quotations of amended claim 1. Referring to and incorporating herein the reasons regarding the patentability of amended claim 1, applicant submits that Hare does not disclose, teach, or otherwise suggest the present invention having the above-highlighted features as set forth in claim 5. Accordingly, claim 5 is not only novel over Hare under 35 U.S.C. 102(e), but also unobvious and patentable over Hare under 35 U.S.C.

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103. Reconsideration and removal of the rejection and allowance of amended claim 5 are requested.

Dependent claims 6-7 include all the subject matter of independent claim 5, and incorporate additional subject matter. Therefore, claims 6-7 should also be allowable.

Claim 8 has been canceled without prejudice, therefore the rejection relating thereto is now moot.

Claim 9

Claim 9, as amended, recites in part:

'confirm a standard price for each channel product and calculating the standard price if there are no contracts relating to the customer stored in the database;

confirm a contract price for each product if there are one or more contracts relating to the customer stored in the database;

confirm a quoted price according to the standard price or the contract price; and

generate a quotation according to the quoted price'.

For at least reasons similar to those asserted above in relation to amended claim 1 and amended claim 5, applicant asserts that amended claim 9 is not only novel over Hare under 35 U.S.C. 102(e), but also unobvious and patentable over Hare under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of amended claim 9 are requested.

In view of the above claim amendments and remarks, the subject application is believed to be in a condition for allowance, and an action to such effect is earnestly solicited.

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Respectfully submitted,

Ming-Fang Tsai

By 

Wei Te Chung

Registration No.: 43,325
Please recognize the application with Customer No. 25,859
Foxconn International, Inc.
P.O. Address: 1650 Memorex Drive, Santa Clara, CA 95050
Tel. No.: (408) 919-6137